Information Assurance Information Technology Capabilities Contract (IA/ITCC)

or

I Assure TASK ORDER GUIDE

Your Road Map to Acquiring IA Solutions

MARCH 11, 2003

Defense Information Systems Agency (DISA)
Defense Information Technology Contracting Organization (DITCO)

Foreword

We have developed this Task Order (TO) Guide to assist you in performing your information assurance mission. This guide has all the information you need to use the Information Assurance Information Technology Capabilities Contracts, referred to as the I Assure Contracts. The I Assure Multiple Award Contracts incorporated the benefits of acquisition reform. These contracts offer flexibility and a wide variety of services and information assurance solutions, including the hardware, software and enabling products necessary to implement these solutions.

The I Assure Contract TO Guide will be revised as needed to improve the process of awarding and managing task orders under these contracts. Changes in this revision are shown in red, and include:

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Information regarding the 'I Assure" contracts, including the statement of work and links to the contractors' home pages may be found on the World Wide Web at http://www.disa.mil/D4/diioss/iachar.html.

DESTINATIONS

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CHAPTER 1 GENERAL INFORMATION

A. BACKGROUND.

- 1. The I Assure contracts provide information assurance support services and implementing solutions for the entire Department of Defense (DoD) in support of the Department's implementation of a secure and interoperable Defense Information Infrastructure (DII). The I Assure contracts expand upon the Defense Information Systems Agency's (DISA's) original Information Security Technical Services Contracts (ITSC), which were awarded in July 1995 and expired on 11 Oct 2000.
- 2. There are significant technical and managerial differences between ITSC and the I Assure Contract.
- a. Technically, the I Assure contracts provide all information security (INFOSEC) services that were available via the ITSC plus a full range of IA Information Technology capabilities, technical and management expertise, IA enabling products (hardware, software, collection and dissemination devices, etc.), technical solutions, managerial, and professional services, that protect and defend the Federal Government's information and systems by ensuring their availability, integrity, authentication, confidentiality and non-repudiation.
- b. I Assure Contract is structured and managed in accordance with the rules for task order (TO) contracts contained in the Federal Acquisition Regulation (FAR) 16.505 (b). These rules require that each I Assure contractor be provided a fair opportunity to be considered for each task order in excess of \$2,500. The I Assure Contracts ordering procedures are described in Chapter 4.
- **B. PURPOSE.** The I Assure Contract TO Guide describes the roles and responsibilities for managing the I Assure Contracts, the procedures for preparing a task order requirements documents, and procedures for managing a TO from award, through execution, to final close-out.
- **C. APPLICABILITY.** This Guide applies to customers using the I Assure Contract.
- D. CONTRACT TERMS/USE BY DoD AND NON-DoD AGENCIES. The I Assure contracts are Indefinite Delivery/ Indefinite Quantity (IDIQ) multiple award contracts utilizing Time-and-Materials (T&M), Firm Fixed Price (FFP) and Cost-Reimbursement (CR) orders in accordance with FAR 16.5. The total life of the contract is seven years (a three-year basic term and four one-year options). The maximum order amount for all contracts combined over the seven-year contract life is \$1.5 billion. The contracts are available for use by DoD and other Federal agencies.
- **E. CONTRACT SCOPE.** While the contract statement of work (SOW) identifies four (4) task areas and current DoD IA programs, the contract is intended to satisfy the full range of IA related requirements. Given the pace of technological change it is impossible to anticipate how IA requirements and individual programs will evolve over the life of the contract, however, it is intended that the contract remain current and provide the full range of IA capabilities/solutions and emerging technologies throughout its life. Currently, the contracts includes IA Information Technology capabilities, IA technical and management expertise, IA enabling products (hardware, software, collection and dissemination devices, etc.), technical solutions, managerial, and professional services that protect the Federal Government's information and systems by ensuring their availability, integrity, authentication, confidentiality and non-repudiation. All I Assure contracts have the same SOW with four task areas:
 - Task Area 1 Policy, Planning, Process, Program and Project Management Support
 - Task Area 2 Standards, Architecture, Engineering and Integration Support
 - Task Area 3 Solution Fielding/Installation and Operations

Task Area 4 - Education, Training and Awareness, Certification and Accreditation and IA support

The I Assure Contract, Section C, Paragraph C.1, Statement of Work, contains a complete description of the task areas. All work provided to DoD organizations through the I Assure contracts must be in accordance with approved DoD architectures, standards and guidelines. See the I Assure Contract, Section C, SOW for details. DoD customer statements of work must reflect the approved DoD architectures, standards and guidelines that apply to the work being provided. Other Federal Agencies need to comply with their Agency standards.

http://diicoe.disa.mil/coe/

- **F. CONTRACTORS AND SUBCONTRACTORS.** <u>Attachment 1</u> lists the I Assure Contract prime contractors and their respective subcontractor team members.
- **G. CONTRACT TYPE.** The I Assure Contracts are Indefinite Delivery/Indefinite Quantity (ID/IQ) TO contracts. They are designed for firm fixed price (FFP) or time-and-materials (T&M) TOs, using the negotiated, fully-loaded hourly labor rates contained in the I Assure Contracts. While the I Assure Contracts are designed primarily for FFP or T&M TOs, there may be occasions where a cost reimbursable (CR) structure is more appropriate, due to the type of work required. Chapter 3 contains details on TO contract types. When completing the Requirements Package Checklist at Attachment 5, customers must identify the type of contract appropriate for each task order.
- **H. DISA ACQUISITION STRATEGY COMMITTEE (ASC).** Requirements packages submitted by DISA organizations must annotate within the Attachment 5 Checklist whether certification of their package was approved by the DISA ASC, as part of a Program Acquisition Plan.

I. PERFORMANCE-BASED SERVICES CONTRACTING (PBSC).

- 1. Recent acquisition reform legislation requires agencies to introduce new contracting techniques into their business processes. Through the direction of the OMB Office of Federal Procurement Policy (OFPP) Policy Letter 91-2, it is "the policy of the federal Government that agencies use performance-based contracting techniques to the maximum extent practicable." For more information on PBSC, refer to the Office of Federal Procurement Policy's Best Practices Handbook located at http://www.arnet.gov/Library/OFPP/BestPractices/.
- 2. When determined appropriate for an individual requirement, customer agencies should use the following methods to develop performance-based requirements:
- a. <u>Job Analysis</u>. Determine what are the organization's needs and the kinds of services and outputs that the contractor needs to provide. This provides a basis for establishing performance requirements, developing performance standards and indicators, writing the SOW, and producing a Quality Assurance Surveillance Plan (QASP).
- b. <u>Development of the Performance Work Statement (PWS)</u>. Describe the specific requirements the contractor must meet in performing the TO, including a statement of the required services in terms of output and measurable performance. The key elements of a PWS are a statement of the required services in terms of output; a measurable performance standard for the output; and an allowable error rate. The PWS describes the specific requirements the contractor must meet in performance of the contract. It also specifies a standard of performance for the required tasks and the quality level the Government expects the contractor to provide.
- c. <u>Quality Assurance Surveillance Plan (QASP)</u>. The QASP defines what the Government must do to ensure that the contractor has performed in accordance with the PWS performance standards. This can range from a one-time inspection of a product or service to periodic in-process inspections of on-going product or service delivery. It is needed to ensure the Government receives the quality of services called for under the contract, and pays only for the acceptable level of services received. Since the QASP is intended to measure performance against standards in the

PWS, these interdependent documents must be coordinated. Accordingly, writing the two documents simultaneously is both effective and efficient.

- d. <u>Performance Evaluation and Reporting</u>. Determine if the contractor has performed to the standards identified in the SOW. Customers report semi-annually on I Assure contractor performance, using the DISA Past Performance Tool.
- **J. REQUIREMENTS PACKAGE PROCESSING TIME-LINE.** The process can be completed in about three weeks. Unless a fair opportunity exception applies, all prime contractors will be notified by the KO of a task order request for quotation and will be given a fair opportunity to respond to the request. Details are contained in Chapter 4. A high-level view of the process is illustrated at Attachment 2.
- **K. FISCAL YEAR CUT-OFF DATES/WAIVERS.** The cut-off date each year for submitting firm fixed price or time-and-materials requirements that must be awarded by the end of the fiscal year, 30 September, is **10 September**. Requirements received after this date are not guaranteed award by the fiscal year end which may result in adverse funding impacts.

L. I Assure SUPPORT CONTRACT WEB SITE.

- 1. DISA maintains an I Assure Contract web site to provide information on the I Assure contracts. The site currently contains:
 - I Assure Contract Home Page Describing Contract Characteristics
 - I Assure Contract and Statements of Work (including attachments)
 - I Assure Contract Task Order Guide
 - DISA Points of Contact for LAssure Contract
 - Contractor Information and Links to the Prime Contractors' Web Sites
 - Listing of Task Order Awards Available for Download or On-Line Review
- 2. Updates are added to the site occasionally. The I Assure Contract web site address is:

http://www.disa.mil/D4/diioss/iachar.html

M. TASK MONITOR TRAINING. Task monitors are procurement officials. Procurement officials are required to complete ethics training, procurement integrity training and file financial disclosure reports. Task monitors should inquire with their personnel, training and/or legal offices to ensure all procurement official requirements are met.

The following applies to internal DISA customers only:

- 1. DISA Primary and Alternate TMs are required to have Contracting Officer's Representative (COR) training prior to appointment in accordance with DISA/D4 Memorandum dated 17 Feb 1999, and must complete refresher training annually. On the I Assure Contract Requirements Package Checklist (<u>Attachment 5</u>), provide the date (month and year) that COR training has been completed for both the Primary and Alternate TMs. For additional information concerning COR training, contact Ms. Judith Oxman at (703) 681-1676.
- 2. If the task order effort is mission critical, DISA TMs may be appointed prior to completion of training, with the understanding that training be completed within thirty (30) days of the task order award date. DISA TMs <u>must</u> obtain the required training at the Federal Acquisition Institute (FAI) On Line University web site:

http://www.faionline.com

- 3. This web site contains the COR Mentor Course which consists of eighteen (18) individual modules on a variety of contracting-related subjects. When this training is completed, TMs shall promptly submit certification of completion to the Contracting Officer Representative.
- 4. If you have problems accessing or using the FAI OnLine web site, call the technical support point of contact, Mr. David Hoffman, at (703) 322-9565, extension 17.

CHAPTER 2 ROLES AND RESPONSIBILITIES

A. DISA DEPUTY DIRECTOR - C4 & INTELLIGENCE PROGRAM INTEGRATION (DISA/D2).

- a. Program Manager/Steward. DISA/D2 performs the functions of program manager and steward for the I Assure Contracts. In this role, D2 assists customers in defining and analyzing requirements for attaining a secure, integrated, and interoperable DII and to ensure that the technical direction conveyed to the contractors is consistent with the long-range DISA/D2 vision. D2 works in partnership with customers in and outside of DISA, including Defense agencies, DoD components and other Federal agencies to understand how the I Assure Contract can best be used to meet their information assurance requirements. D2, through regular In-Process Reviews and other venues, ensures the work being performed by the I Assure Contract contractors is in accordance with, and can be integrated with, approved DoD standard communications, security, data and other defined technical solutions.
- **b. Contracting Officer's Representative (COR).** Chief Information Assurance Executive (CIAE) is staffed with a Contracting Officer's Representative (COR) for the I Assure contracts. The I Assure COR performs the following functions:

The COR office will monitor contractor performance and hold meetings with contractors as deemed appropriate.

- **B. DEFENSE INFORMATION TECHNOLOGY CONTRACTING ORGANIZATION (DITCO).** DITCO performs all Contracting Officer (KO) and invoice processing functions for the I Assure contracts including:
 - Receiving and reviewing each requirements package and each contractor proposal to ensure the documents
 are complete, accurate and in accordance with the contracts and this Guide.
 - Provide advice and guidance to contractors and customers regarding contract scope; FAR and DFARS requirements; and DISA contracting policies.
 - Represent the KO's position at various contract-related meetings including I Assure contract Executive Council Meetings, IPRs, negotiating sessions and working meetings.
 - Ensure availability of funds on each Task Order before work is authorized to begin.
 - Approve and issue I Assure Contract Electronic Task Orders (ETOs) and modifications.
 - Ensure that periodic performance evaluations are conducted by the TMs.

C. CUSTOMERS. Customers are responsible for:

- Defining performance-based requirements.
- Naming Primary and Alternate Task Monitors (TMs) to serve as the customer's main point of contact for both pre- and post- TO award processes and functions.
- Funding work to be performed under I Assure Contract TOs.
- Conducting, in accordance with this guide, the best value analysis in the fair opportunity competition.
- Monitoring and evaluating the contractor's performance on each TO.
- Providing technical support to the KO on TO issues.
- Working with the KO and the contractor to ensure the contractor performs the requirements specified in the TO
- Adhering to the requirements and procedures defined in the I Assure contracts and this guide.
- Provide acceptance and rejection information to DITCO/DTC4 for all invoice processing. TMs should be technically proficient in the technical requirements of their TO and familiar with the policies and procedures of

this Guide. In addition, individuals named as TMs should obtain appropriate training from their agencies. Further information on TM responsibilities during TO execution is contained in Chapters 4 and 5.

- **D. CONTRACTORS.** The principal role of the contractors is to perform the work described in the awarded TOs. All contractor performance and deliverables must meet the requirements set forth in the I Assure contract.
- **E. OMBUDSMAN.** Under FAR 16.505(b)(4), awardees that are not selected to perform the work may contact the designated Agency contract Ombudsman for the I Assure contracts. The Ombudsman is responsible for reviewing complaints from the contractors and ensures that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract and this Guide. The designated Ombudsman for I Assure is:

Director for Acquisition, Logistics and Facilities DISA/ACQ 5111 Leesburg Pike Suite 900, Skyline 5 Falls Church, VA 22041-3206

Phone: (703) 681-2270 E-mail: thomat@ncr.disa.mil

CHAPTER 3 REQUIREMENTS PACKAGE PREPARATION

IMPORTANT NOTE: There are two methods for creating the requirements package. The first (and preferred) method is the traditional one in which a TM uses the various Microsoft Office applications (MS Word, MS Excel, etc.) to draft the documents of the Requirements Package and then submit them in accordance with the instructions below.

The second method utilizes a new web-based capability that DISA has created to prepare the Requirements Package. This system is called the Acquisition Planning and Execution (APEX) System. Users can access a single website and prepare all the necessary core documents online without the need for having any applications other than a standard web-browser, resident on their workstation. The current version of the system (APEX v1.1) allows users to prepare and print all the documents, as well as to save the documents in electronic format for dissemination. A future version of the system will contain a built-in workflow module to allow users to electronically route their entire requirements package to all those that need to review and/or approve it. Users can access the system at https://www.ditco.disa.mil/products/ASP/welcome.ASP, which is the DISA Direct Homepage. Instructions on accessing the system are contained in https://www.ditco.disa.mil/products/ASP/welcome.ASP, which is the DISA Direct Homepage. Instructions on accessing the system are contained in https://www.ditco.disa.mil/products/ASP/welcome.ASP,

A. GENERAL. The requirements package is the basis for processing and awarding an *I Assure* Contract TO. TMs submit complete requirements packages electronically direct to the contracting office by e-mail to:

iascottafb@scott.disa.mil

To expedite the processing of your requirement, DITCO, and other authorized ordering offices, can process only complete requirements packages. A complete requirements package is one containing all documents listed in Attachment 5 (the Requirements Package Checklist). In general, the documents required for a complete requirements package are the Statement of Work (SOW), an appropriate funding document, an Independent Government Cost Estimate (IGCE), and the Requirements Package Checklist. Unless citing a FAR fair opportunity exception as described in Chapter 4, a Selection Requirements Document (SRD) must also be provided upon completion of the TM's evaluation of vendor proposals. If citing a FAR exception to the fair opportunity competitive process, you must annotate the exception in the Requirements Package Checklist. Templates for all of these documents are available within the APEX system, with the exception of the SRD, which is provided as Attachment 4 to this guide.

The paragraphs below provide a detailed description of each document. DITCO encourages that all documents in a requirements package be submitted electronically to the above e-mail address, until such time as routing functionality is incorporated in the APEX system. Documents that can not be submitted electronically (e.g. a hand-signed funding document), may be sent by fax to the attention of *I Assure* Contract at (703) 681-0341. Documents sent by fax must be submitted the same day as the electronic package and must clearly show which electronic package the document belongs with in order expedite the order. Requirements packages must be UNCLASSIFIED, regardless of the classification of work to be performed within the TO.

B. REQUIREMENTS PACKAGE CHECKLIST AND CERTIFICATION. The checklist is the 'cover' for submitting the I Assure Contract requirements package to DITCO. The I Assure Contract Requirements Package Checklist and Certifications, shown as Attachment 5 (and available within APEX), lists the items that must be included in the package when it arrives at DITCO. If you are not using APEX to develop your requirements package, please indicate on the Checklist the date on which you first began work on this particular requirement. DISA/DITCO now tracks acquisition lead-times to include the amount of time spent prior to submission of a package to the KO.

C. STATEMENT OF WORK (SOW). I Assure contract TOs use a standard format, as shown in Attachment 3 and as provided in APEX. Be sure that the SOW completely and accurately portrays the nature of the required services and lists the delivery of all technical data to satisfy the requirement. As you prepare the specific tasks/subtasks in your SOW, you should be focused on employing the Performance Based Services Contracting (PBSC) methodology in defining your tasks and the standards of success by which you will measure the contractor's performance. For more information on Performance Based Services Contracting, please read the Office of Federal Procurement Policy's Best Practices Handbook located at http://www.arnet.gov/Library/OFPP/BestPractices/. TMs must be sure to include their agency's Department of Defense Activity Address Code (DODAAC) in the SOW in order to facilitate contract reporting and invoice payment through the Electronic Data Access (EDA) process. Refer to the DODAAC web site at https://dodaac.wpafb.af.mil for additional information.

D. INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE).

- 1. The IGCE helps the KO determine the reasonableness of a contractor's cost and technical proposals and gain assurance that there is a "meeting of the minds" between the customer and the contractor regarding the scope of the TO. If discussions or negotiations are necessary prior to TO award, the IGCE assists in developing and presenting the customer's position. The IGCE is for Government Use Only and shall not be made available to 'I Assure' Contract contractors.
- 2. <u>Attachment 6</u> (and APEX) contains the IGCE format for the 3-year base contract period. It also contains spread-sheets for the negotiated rates of each of the prime contractors' approved I Assure contract labor categories and the General and Administrative (G&A) percentage markup on ODCs.
- 3. Figures for ODCs must be supported by the work described in the TO SOW. Attach a separate sheet to the IGCE detailing the estimated ODCs (if using APEX a separate sheet is not required, just enter the breakdown of ODCs directly into the IGCE portion of the system where specified). Identification and justification must be provided for travel, hardware, software or other Federal Information Processing (FIP) resources so that the contractor can propose appropriate costs.
- 4. The I Assure contracts allow for purchase of both technical support services as well as hardware (HW), software (SW), telecommunications or other FIP resources. Include a list of HW/SW required. If actual HW/SW need is unknown, indicate the dollars available for the purchase, e.g., the SOW may request the contractor to test HW/SW in order to determine which will be purchased.

E. FUNDING DOCUMENTS.

1. I Assure contract TOs are funded by the organizations placing TOs on the contracts. A certified funding document for the amount shown in the IGCE must be included in the I Assure Contract Requirements Package. Customers are responsible for ensuring the correct appropriation is cited and the period of performance is addressed with the correct fiscal year appropriation in order to satisfy "bona fide need" concerns.

2. Planning MIPRs:

a. When an I Assure Contract Requirements Package is submitted with the intention to award in the next fiscal year, it must be accompanied by a signed funding document containing approved language regarding "Subject to Availability of Funds (SAF)" status. The requirements package will typically include a planning MIPR, stating that funds are SAF, pending receipt of the next fiscal year's (FY) appropriation. The DD Form 1155 award document will also state that funds are SAF.

- b. Some agencies use "no-year" funding in which funds become automatically available at the start of the next FY. If the funding provided is not currently available for obligation, but will automatically become available at the beginning of the next FY, the following statement must be included on the funding document: "Funds in the amount of \$xxx.xx are certified and available for obligation beginning 1 Oct 20xx." This same statement will also appear on the DD Form 1155 award document.
- 3. DoD customers will use Military Interdepartmental Purchase Requests (MIPRs) to provide reimbursable authority for task orders. *It is preferred that the MIPR be submitted in electronic form*; either a scanned document or your agency's electronic format is acceptable. The procedure for preparing the MIPR funding document is as follows:
 - a. Prepare a reimbursable (category 1) MIPR to cover the estimated cost of the TO as calculated in your IGCE.
 - b. Other required information on each MIPR includes:

MIPR BLOCK NO.	CONTENTS
7. TO:	DISA/DITCO/AQSS32 Attn: IA Contracting Officer 2300 East Drive Scott AFB, IL 62225-5406
8. FROM:	Include the following: a. TO Title (from the SOW) (Contract # and TO # if modification) b. Total dollar amount c. "This MIPR is is not issued in accordance with the Economy Act."
13. MAIL INVOICES TO:	Enter the appropriate customer billing address for submitting SF 1080.

- c. Include the MIPR in the Requirements Package. Address and send your MIPRs directly to the I Assure Contracting Officers. Direct all other financial inquiries and requests for MIPR acceptances (DD Form 448-2) to the attention of Brenda Jenkins, DITCO-Scott (AQSC4), at (618) 229-9374. DITCO cannot begin package processing without funding for the amount of the IGCE total.
- 4. For non-DoD customers, the process is identical to the one described above, except non-DoD customers are not required to use the MIPR form, but may use their own form or format. All forms used must contain the following information.
 - Point of contact for billing purposes
 - Title of the SOW being supported by this fund citation (Contract # and TO # if for modification)
 - Appropriate I Assure Contract Number, if a "fair opportunity" exception applies
 - Amount of funds provided
 - Appropriation Data (Fund citation) if applicable
 - Billing address
 - Funds expiration date for obligation purposes
 - Date the document is created/signed

5. Incremental Funding. If a requirement is going to be incrementally funded, include the dollar amount that will be incrementally funded and wording to that effect in Block 9.b of the MIPR. This only applies to the description block and shall not be included in Block 11, grand total of funds (which will reflect only the amount of funds currently available). Do not identify a line of accounting in Block 14 for the incremental dollar amount. In order to incrementally fund a requirement, the effort must be severable. Most technical support services are severable, provided the Government receives benefits throughout performance. An example of a project that is non-severable is one in which the Government receives a single outcome, such as a report at the end of performance and there is no benefit or the Government received nothing at any time prior to the delivery of this outcome at the end of the performance period. Many technical support services provide daily benefits that include status reports, and by definition, are severable, and can be incrementally funded. Note that the task order must also be either a time-and-materials (T&M) or cost reimbursement (CR) type, and FAR 52.232-22, Limitation of Funds, applies. Incrementally-funded task orders may cross fiscal years but each fiscal year's funding must be obligated and used within that same fiscal year.

F. CONTRACT TYPE.

- 1. The I Assure contracts are Indefinite Delivery/Indefinite Quantity (ID/IQ) TO contracts. They are designed for FFP or T&M TOs, using the negotiated, fully-loaded hourly labor rates contained in the I Assure contracts. While I Assure Contracts are designed primarily for FFP or T&M TOs, there may be occasions where a Cost Reimbursement (CR) structure is more appropriate. **Because CR TOs do not use the negotiated I Assure Contract labor rates, the processing time is longer.** When negotiated labor rates are used, the resulting TO is FFP or T&M and the price analysis performed by the KO takes less time than a CR requirement. If the requirement calls for a CR contract type, there are no agreed-upon methods or rates. The price or cost analysis is unique to the proposal and cannot be done in the same time frame as FFP or T&M. The KO must check all rates for a variety of labor categories, overhead, G&A, and fees added to the direct labor. This requires coordination with various Defense Contract Audit Agencies (DCAA). If DCAA and the contractor differ on an element of cost, negotiations must be held to resolve the difference. The contractor's proposed profit or fee might require negotiation. Once agreement is reached, the KO must obtain certificates of current cost or pricing from the involved prime and sub contractors. Finally, a detailed negotiation memorandum must be produced to justify the negotiated cost. As a result, **the estimated time required to process a CR TO is 90 calendar days**.
- 2. The *customer must provide the anticipated contract type and rationale for each TO requirement* on the I Assure Contract Requirements Package Checklist. The following paragraphs describe each contract type and the conditions for their usage:
- a. <u>Firm Fixed Price (FFP)</u>. A FFP contract provides for a price that is not subject to any adjustment. It places upon the contractor financial risk and full responsibility for all costs and resulting profit or loss. It also provides maximum incentive for the contractor to control costs and perform effectively. It is suitable for acquiring services on the basis of a reasonably definite performance-based SOW when performance uncertainties can be identified and reasonable estimates of their cost impact can be made.
- b. <u>Time-and-Materials (T&M)</u>. A T&M contract may be used only when it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. This type of contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Accordingly, appropriate Government surveillance of contractor performance is required to give reasonable assurance that efficient methods and effective cost controls are being used. A T&M contract type may only be used after the KO executes a determination and findings that no other contract type is suitable. Therefore, *the customer must provide the reasons why it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.*

- c. <u>Cost Reimbursement (CR)</u>. A CR contract type may only be used when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy **and** the fixed labor rates in the contract can not apply (e.g., OCONUS work). A CR contract type may only be used after the KO executes a determination and findings that shows this contract type is likely to be less costly than any other type or it is impractical to obtain services of the kind or quality required without the use of this contract type. In order to use this type of contract, **the customer must provide rationale** as to why the fixed labor rates cannot apply and provide the reasons why this contract type is likely to be less costly than any other type or why it is impractical to obtain services of the kind or quality required without the use of this type of contract.
- **G. ECONOMY ACT DECISIONS.** Contracting by DISA of services/supplies for another Government agency constitutes an interagency acquisition. Under the Economy Act (31 U.S.C.1535), the head of the requesting agency must determine that contracting for its requirements is in the best interest of the Government. The Economy Act determination must be identified on the funding document. In addition, non-DISA customers must indicate on their I Assure Contract Requirements Package Checklist that appropriate Economy Act decisions have been made.
- H. EVALUATION PLANNING. (Required unless a fair opportunity exception applies, see Chapter 4, Paragraph B.1).
- 1. The TM shall provide the evaluation plan contained in the Requirements Package Checklist at Attachment 5 which sets forth the desired evaluation factors and associated weights. Mandatory factors are Past Performance, Technical/Management Approach and Cost. The TM must specify which specific areas of past performance and technical/management approach are going to be evaluated. These areas should correspond with and relate to the specific requirements set forth in the SOW. TMs may add other factors to the mandatory list if the requirements of the SOW dictate the need for additional factors.
- 2. TMs shall also indicate whether the estimated value of the effort can be revealed to the vendor. The purpose of revealing this information is to allow the customer more insight during proposal evaluation of the mix of labor categories and number of labor hours and other direct costs that a contractor proposes given the budget constraints for a particular requirement. This information facilitates the customer's determination of best value.
- 3. Proposals can be evaluated on either a "best value trade-off" or "lowest-price, technically acceptable" basis.
- a. <u>Best Value Trade-Off.</u> Evaluation factors shall be weighted to indicate which are most important to you in making a best value trade-off decision. The total weights of all non-cost factors must equal 100%. Percentages are applied to technical/management approach, past performance and any other non-cost factors for which you may want to evaluate contractor proposals. Cost is not weighted in order to provide an independent comparison between cost and all non-cost factors. That is how you make your best value trade-off decision. You must also indicate whether all non-cost evaluation factors, when combined, are significantly more important than, approximately equal to, or are significantly less important than cost.
- b. <u>Lowest-Price Technically Acceptable</u>. If cost is significantly more important than all non-cost factors combined, you may wish to consider indicating that your vendor selection will be based on the lowest-price, technically acceptable offer. In this instance, all non-cost factors essentially relate to a "pass/fail" consideration and all proposed offers that are technically acceptable "pass." They are then compared in order to determine the lowest price, which will be the proposal that is selected for award.
- c. However it is decided, the contractors need to know in advance which way their proposals will be evaluated. The I Assure Evaluation Plan can be used for either evaluation method and is contained in the Requirements Package Checklist at Attachment 5.

- I. Acquisition Planning. If the task order is expected to exceed the DFARS dollar threshold of \$30M or more for all years, or \$15M or more for any fiscal year, the customer agency is required to prepare an Acquisition Plan and subsubmit it along with the requirements package. See FAR 7.105 and DFARS 207-105 for the contents of acquisition plans
- **J. TM CERTIFICATION.** By checking the appropriate box on the I Assure Contract Requirements Package Checklist, the designated Primary TM and Alternate TM are indicating that they understand and accept the TM responsibilities associated with using the I Assure Contract.
- **K. BLANKET DELIVERY ORDERS.** The I Assure contract allows the use of Blanket Delivery Orders (BDO) in order to acquire IA professional services and solutions. The I Assure BDO's may be used to satisfy urgent and compelling Government requirements not to exceed the Simplified Acquisition dollar amount of \$100,000. The BDO process will be used only in those incidents in which the normal task order process is not feasible. Establishment of the BDO may occur through either the competitive process or FASA exemption. Customers will provide a generic statement of work and a sample task to which the companies can propose labor categories. See Attachment 12 for BDO procedures.
- L. CHECKLIST. Attachment 10 is the TM Initial Review form used to screen for the most common mistakes found in I Assure Requirements Package. Each "no" answer requires TM correction before processing can continue. In conjunction with the I Assure requirements package checklist, the TM should use (but not submit) this form to ensure that the package is complete.
- M. HELPFUL HINTS. Attachment 11 assists the TM in preparing for a competitive evaluation.
- **N. LABOR CATEGORY DESCRIPTIONS.** Attachment 13 contains the labor category descriptions that were provided in the initial Information Assurance (IA) RFP and were incorporated into the contract.

CHAPTER 4

THE ORDERING PROCESS

A. GENERAL.

- 1. <u>Fair Opportunity to be Considered</u>. All products and services provided acquired under the IA contracts are provided through award of task orders by a DISA/DITCO Contracting Officer. I Assure TOs are awarded in accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b) requirements for "fair opportunity to be considered." Specifically, FASA states that:
 - "...each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500. In determining the procedures for providing awardees a fair opportunity to be considered for each order, contracting officers shall exercise broad discretion and may consider factors such as past performance, quality of deliverables, cost control, price, cost, or other factors that the contracting officer, in the exercise of sound business judgment, believes are relevant to the placement of orders. Such procedures need not comply with the competition requirements of 48 CFR (FAR) Part 6. The contracting officer need not request written proposals or conduct discussions with multiple contractors before issuing orders unless the contracting officer determines such actions to be necessary."
- 2. <u>Types of Task Order Awards</u>. There are two distinct ways in which task orders can be awarded under the I Assure contracts. Awards can be made following a fair opportunity competition among all "I Assure' awardees, and awards can be made as "sole source" when one of the exceptions to fair opportunity applies.
- 3. Section 508 Determination for Task Orders. In 1998, Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain or use electronic and information technology (E&IT). Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. As a result, proposals submitted by vendors for task order requirements must first be evaluated to determine if they are in compliance with the law. The customer agency's requirements official must complete the Section 508 Determination on the I Assure Requirements Checklist and Certifications, Attachment 5 to these guidelines.
- a. <u>Section 508 Policy</u>. An offer of E&IT shall initially be considered eligible for award only if it meets the applicable accessibility standards, as identified in Section C.5.7 of the I Assure statement of work. If no offer meeting all applicable provisions of the accessibility standards can be accepted without imposing an undue burden upon the agency, or if no offer fully satisfies all of the applicable accessibility standards, those offers of E&IT that meet some of the applicable standards will be considered eligible for award. These offers will be ranked and considered for award in the order that they best meet the accessibility standards. However, no lower ranked offer may be considered for award unless all higher ranked offers have been eliminated as imposing an undue burden on the agency. If all ranked offers have been eliminated, then offers that met none of the applicable accessibility standards may be considered eligible for award.
- b. Voluntary Product Accessibility Template. Refer to http://www.itic.org/policy/vpat.html, which contains a template that can be used to assist Federal contracting officials in making preliminary assessments regarding the availability of E&IT products and services. The template lists all of the Section 508 standards and provisions. It also provides a form in which the requirements community can assess the degree that the product and/or service complies with Section 508 of the Rehabilitation Act.

- c. <u>Section 508 Procedure</u>. Proposals will first be reviewed to determine if they meet the accessibility standards, after which they will be evaluated in accordance with the stated evaluation criteria to determine an award. Proposals will be screened to determine whether they fully meet, partially meet or fail to meet the accessibility standards. In the event that one or more offers are determined partially-compliant, based on the subjective judgment of the requirements official, documentation shall be included with the Selection Recommendation Document (SRD) describing which offer best meets the accessibility standards. Prior to award, the Task Monitor must document why the awardee was better at meeting the accessibility standards than the other offers.
- 4. <u>Fair Opportunity Exceptions</u>. The fair opportunity process must be used for all requirements unless either designated for a small business set-aside or one of the following FASA-defined exceptions applies.
- (1) The agency need for services is of such urgency that providing such opportunity would result in unacceptable delays. Use of this exception requires a detailed, explicit justification that includes reasons why the usual I Assure processing average of 21 calendar days is unreasonable.
- (2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized. Consideration may be given to this exception when the SOW is required to be written in a manner that would reveal proprietary information of a specific single contractor such as a technical or intellectual solution, or a unique method of solving problems. This could alleviate the potential for "technical transfusion" as prohibited by FAR 15.610(e)(1). Use of this exception requires a detailed, explicit justification as to why the services that are being requested are in fact truly unique and that none of the other I Assure primes (and all of their subcontractor team members) are able to provide the requested product or service.
- (3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order. "Logical follow-on to a TO already issued under this contract" refers to TOs previously issued and for which at least a significant subtask has been completed, i.e., the follow-on order represents the next phase of tasks in an ongoing project.
- (4) It is necessary to place an order to satisfy a minimum guarantee. The guaranteed minimum for each contractor is \$10,000.00 in the basic contract period only. There is no guaranteed minimum for the option periods, if exercised. Each awardee is permitted to market one requirement and have it placed as a task order under the I Assure contract to satisfy the minimum guarantee, regardless of dollar amount.

B. FAIR OPPORTUNITY COMPETITION PROCESS.

- 1. There are three parts to the fair opportunity competition process:
 - TM submits a final and complete requirements package to the KO in accordance with Chapter 3 of this guide.
 - The KO solicits proposals from all vendors by posting the request for proposals on the web, unless the final
 requirements package cites a fair opportunity exception. If an exception applies, only one proposal is requested from the appropriate vendor.
 - The TM and KO conduct a simultaneous technical and price/cost evaluation. When an exception does not apply, a best value decision is made concerning which vendor will be awarded a task order. Upon completion of the evaluation and best value analysis the TM prepares the Selection Recommendation Document (SRD).
- 2. <u>Requirements Package</u>. The TM assembles the I Assure Contract Requirements Package, to include all the items listed in the I Assure Contract Requirements Package Checklist within APEX or <u>Attachment 5</u>, and forwards the package to the DITCO Contracting Officer (KO). Upon receipt, the KO notifies the TM that the package has been received. The KO reviews the package to ensure it is:

- a. Complete in accordance with the requirements specified in this guide and/or those provided in the APEX system.
 - b. Within the scope of the I Assure contracts.
- c. If the Requirements Package cites a FAR exception to fair opportunity, the KO will review the rationale that supports use of the cited exception. If, after review, the KO cannot approve the cited exception, the KO will notify the TM and request further documentation to support the exception or processing under the fair opportunity competitive process. In the event the additional documentation is inadequate, the KO will return the requirements package to the TM without further action.
- d. If a requirements package is determined by the KO to be outside the scope of the I Assure contract, or if the package needs significant rework, the KO returns the package to the TM with an explanation of the reasons for return without action.
- e. Note, as you begin preparation of your requirements package, keep in mind that since all primes will have a fair opportunity to propose on each task order, customers must be sensitive to any possible conflicts of interests in dealing with many different contractors. It is the Task Monitor's responsibility to recuse himself/herself from participating in the selection process if he/she feels there is a conflict of interest as a result of an association with any of the proposing contractors. Consult your Office of Counsel for further instructions if you are unsure how to proceed.

3. Requests for Proposals (RFP).

a. Fair Opportunity Competitions.

- (1) The KO solicits proposals from all I Assure prime vendors by posting an RFP on the DITCO task order web page. Each contractor is generally allowed between 7-10 days to prepare and submit offers. However, more or less time may be necessary based on the requirements. Each RFP will indicate the proposal due date, technical proposal page limitations, and evaluation criteria and their order of importance. Technical proposals may be either written or presented orally, dependent upon the requirements of the customer. If oral presentations will be used, the requirements package and the RFP will indicate the time and place for the presentations and what information the Offerors must present orally. Cost proposals must be submitted by the Offerors in writing.
- (2) Vendors may request written clarification of requirements, evaluation criteria, and instructions to Offerors. Such requests for clarification shall be sent to the KO by e-mail (or uploaded to the website) within one (1) working day. To avoid compromising the fair opportunity process, *only* the Contracting Officer may communicate verbally with the vendors concerning the RFP until after TO award. The TM and/or KO will answer clarification requests by return e-mail to all vendors within one (1) working day. As a result of clarification requests, the KO will determine if any revisions to SOW requirements or evaluation criteria are required, and if necessary, issue an amended request for quotation. The KO may extend the quotation due date in the event the TM fails to provide written clarification to the vendor within one (1) working day. Therefore, if the clarification is minor or administrative in nature, the vendor may wish to contact the KO prior to preparing a written e-mail.
- (3) Vendors must submit "no bid" replies or complete technical and price/cost proposals to the KO and TM simultaneously, no later than the proposal due date. "No bid" replies should be submitted to the TM and KO by e-mail and shall reference the tracking number specified in the KO request for quotation letter.
- b. <u>Fair Opportunity Exception Applies</u>. The contractor is generally allowed 7-10 days to prepare and submit a proposal. However, more or less time may be necessary based on the requirements. The TO proposal request is-

sued by the KO shall set forth the proposal due date. Both the technical proposal and the cost proposal must be submitted by the contractor in writing. The vendor and TM may communicate verbally to clarify SOW requirements.

4. Proposal Preparation.

- a. <u>Technical Proposal</u>. Technical proposals can be either written or oral. Written technical proposals will be streamlined, normally no more than 10 pages, stating compliance with or exception to SOW requirements, risks, assumptions and conflict of interest issues. Proposals shall not merely restate TO SOW requirements. The technical proposal shall address, as a minimum:
 - Technical Approach
 - Key Personnel
 - · Quantities/hours of personnel by labor categories
 - Other Direct Costs (ODCs)
 - Risks
 - Period of Performance
 - Government-Furnished Equipment (GFE) and/or Government-Furnished Information (GFI)
 - Security (including clearance level)
 - Teaming Arrangement to include subcontracting
- b. <u>Cost Proposal</u>. The cost proposal includes detailed cost/price amounts of all resources required to accomplish the task, (i.e. man-hours, equipment, travel, etc.). As a minimum, the following data are provided:
- (1) Firm Fixed Price (FFP)/Time-and-Materials (T&M). Identify labor categories in accordance with the Section B Labor Rate Tables and the number of hours required for performance of the task. The contractor must provide complete cost proposals that include the identification and rationale for all non-labor and ODC cost elements and identify any GFE and/or GFI required for task order performance.
- (2) <u>Cost-Reimbursement</u>. The contractor provides an original cost proposal to the KO with copies of sanitized cost proposals submitted to the TM. Sanitized cost proposals exclude proprietary data, but must include the total labor amount and cost breakout of all ODCs. CR cost proposals must include, as a minimum, a complete work breakdown structure (WBS), with labor categories and hours which coincide with the detailed technical approach; development of loaded labor rates (breakout base rate and all indirect rates applied); and estimated costs and indirect rates for ODCs (supplies, equipment, travel, etc.).
- (3) Other Relevant Information. This information addresses other relevant information as required by the contract or requested by the TO RFP, as for example, in accordance with the I Assure contract, Section H clause, "Conflict of Interest."

5. Evaluation.

- a. The contractor simultaneously forwards the technical and cost proposal to the KO and TM for concurrent evaluation. The KO requests the TM perform a technical evaluation of the contractor's technical and cost proposal.
- b. When a fair opportunity exception does not apply, the TM conducts an evaluation based on the weighted evaluation criteria.
- c. <u>Past Experience/Performance Information</u>. TMs may obtain past performance information on the I Assure contract vendors by requesting such information from the KO. The KO will, in turn, query the DISA Past Performance System, or ensure access to the system for the TM to pull the necessary data directly. Another, less informative, method for collecting past performance information is by linking to the prime contractors' I Assure contract web sites.

These sites contain information for each prime and their subcontractors, about the type of work currently on contract, the management team in place, "success stories" of completed/underway work, and points of contact. TMs can get additional insight into the expertise and approaches inherent in the I Assure contract teams and will also learn whom in the contractor's organizations to contact for additional information.

- d. <u>Technical and Cost Evaluation</u>. If the initial technical evaluation shows differences between the SOW requirements and the contractor proposals, discussions or negotiations between the TM/KO and contractor may be necessary. The TM informs the KO that discussions or negotiations are required and the KO contacts the contractor to initiate the process. *Only the KO may request additional information or revised proposals. Discussions or negotiations between the contractor and the TM may take place only with the concurrence of the KO.*
- e. The KO and COR/TM are responsible for protecting proprietary information from unauthorized disclosure. Proprietary information is information contained in bid or proposal; cost or pricing data; or any other information submitted to the Government by a contractor and designated as proprietary. Any information a contractor considers proprietary must be marked as such in accordance with applicable law or regulation. All Government personnel involved in the administration and management of the I Assure contracts share in this responsibility. I Assure TMs must protect a contractor's proprietary data and must notify the KO of any unauthorized disclosure.
- 6. Best Value Analysis (applicable when a fair opportunity exception does not apply).
- a. After all of the proposals are received, they are then evaluated and scored, depending on the basis of proposal evaluation that was chosen (see Chapter 3, Paragraph H.3). If the requirement is primarily technically-sensitive, a best value trade-off analysis will better support the TM in determining which of the contractors, based on the TM's evaluation of different contractors' technical approaches, past experience performance and cost, represents the best choice by that TM to accomplish the work defined in the SOW. The TM assesses the contractors' technical proposals as well as past experience and performance and rates them against the defined evaluation factors. The TM then considers the different cost levels proposed and conducts a cost/technical trade-off to determine which contractor should be awarded the TO. In this scenario, the TM may determine that "best value" is represented by the contractor with the highest technical score, even if it is at a higher cost. If the requirement is primarily cost-sensitive, the TM should have chosen to evaluate proposals on a lowest-cost, technically acceptable basis and select the lowest-cost proposal that had been rated technically acceptable.
- b. In the event of multi-year task orders (i.e. those containing option year periods), the TM *must* use the entire life cycle cost in the best value trade off, unless it is otherwise specified within in the evaluation plan and vendors are made aware in the RFP letter, that only labor, or only base year costs, etc. will be evaluated.
- 7. <u>Selection Recommendation Document (SRD)</u>. Once the TM has completed the evaluation and Best Value Analysis, or determined that an exception to fair opportunity applies, the next step is to complete the SRD. The SRD format is contained at <u>Attachment 4</u>. The SRD documents rationale as to which of the I Assure prime contractors that, given the information gathered and evaluated, represents the best value to that TM, given the nature of their requirement. If the TO is placed under a fair opportunity exception, the SRD must document the rationale for the exception and the price for the order. Note that the completed SRD is considered "For Official Use Only."
- 8. <u>Award</u>. The KO reviews the SRD and if in agreement, awards a TO to the successful vendor. When a task order is awarded under a fair opportunity competition, the KO also advises all unsuccessful vendors that submitted proposals which vendor is being awarded the TO. The TM may respond to unsuccessful vendors' questions about why they were not selected. However, the TM may not 1) discuss the other contractors' results, 2) compare contractors' proposals, or 3) allow the contractor access to the SRD.

C. TO AWARD/TM ASSIGNMENT.

- 1. Once the contractor's proposal has been reviewed by the TM and KO, and all pre-award issues have been resolved, the KO awards the TO by issuing a DD Form 1155 to the contractor. At that point, the contractor is authorized to begin work in accordance with the TO. Further detail regarding TO award is contained in Section G.4 of the I Assure contracts.
- 2. The Primary and Alternate TMs are automatically appointed when the TO award is made. TM responsibilities are set forth in Chapter 5, Paragraphs B and C.
- D. REQUIREMENTS PACKAGE/TO OFFICIAL FILE. Upon completion of the SRD and submission of the package to DISA, the TM assembles an official file of all documentation (the SOW, the SRD, deliverables, etc.). The TM maintains the file until TO closeout. At that time, the TM forwards the file to the KO.
- **E. TO MODIFICATIONS.** Modifications are appropriate to change administrative information; e.g., TM information, delivery date revisions, period of performance; and may be appropriate to add a limited amount of new work to a TO. However, if the proposed modification alters the scope of the TO, **adds significant additional work or funding, substantially extends the period of performance, or incorporates other major changes**, the KO will require the TM to submit a new requirements package for award of a new TO. The KO makes the determination of whether a proposed change can be processed as a modification or if a new requirements package must be submitted.
- 1. The TM prepares a modified I Assure Contract Requirements Package, which includes:
 - One copy of the modified SOW, with all additions and changes marked by <u>underlined text</u> and all deletions marked with <u>strikeout text</u>.
 - IGCE reflecting increased or decreased funding.
 - Requirements Package Checklist.
 - New/revised funding document.
- 2. The TM submits the package to the CO electronically by e-mail to:

iascottafb@scott.disa.mil

For certain types of no-cost modifications, the prime contractor can initiate the modification package.

- **F. ORDERING OFFICES.** Contracting Officers at DITCO-Scott (AQS), DITCO-Alaska (AQA), DITCO-Pacific (AQP) and DITCO-Europe (AQE) are authorized to place task/delivery orders, and modifications thereto, against the I-Assure contracts for any U.S. federal agency. All orders processed by these DITCO offices will charge a 2% fee. The customer agency shall forward a funding document that covers the Independent Government Cost Estimate (IGCE) amount, plus 2% fee.
- a. An external agency is defined as any contracting office that is a U.S. Federal Agency and not listed in Section G-9 of the contracts. Because it is funded by yearly appropriations, DITCO-National Capital Region (AQN) may not issue task orders against the I-Assure contracts.
- b. There are no approvals, coordination, reporting, or oversight imposed by DITCO-Scott (AQS) on these external agency contracting offices. They are empowered to place orders in accordance with the terms and conditions of the contracts, task order guidelines, the FAR, DFARS (as applicable), and their own agency procedures. The only oversight or coordination by DITCO-Scott (AQS) is through monthly or quarterly reporting from each of the contractors, for the purpose of tracking the aggregate contract ceiling.

- c. The DITCO-Scott (AQS) Contracting Officers will not make judgments or determinations regarding task orders awarded under the I-Assure contracts by an external agency contracting office. All of the task orders are negotiable and these issues must be resolved consistently with external agency procedures and/or oversight.
- e. External agency contracting offices may contact the DITCO-Scott (AQS) Contracting Officers for guidance and assistance.
- f. The external agency customer shall add the Contract Line Item Number (CLIN) set forth in Section B of the contracts, entitled External Ordering Agency Fee, to add a 1% fee to each order placed under this contract. The contractor shall reject all orders placed by external agencies that do not include this CLIN.
- g. The external agency customer shall not use any order numbers identified by using serial numbers beginning with 0001 thru 9999, which are reserved for DITCO-Scott (AQS). DoD agencies should use ordering numbers as specified in DFARS 204.7004(d)(2)(i). Non-DoD federal agencies may use any numbering system provided it does not conflict with either of these numbering systems.

CHAPTER 5

MANAGING TASK ORDERS

- **A. PROGRAM LEVEL MANAGEMENT.** DISA monitors performance over the life of the I Assure contracts. DISA employs several tools and methods to manage these efforts in close concert with customer monitoring and evaluation efforts. These tools include the following.
- 1. In Process Reviews (IPRs). DISA conducts IPRs for each contract periodically throughout the year. IPRs are designed to show the work accomplished and underway across functional and technical areas emphasizing the interrelationships between TOs (i.e., where work in one TO is building on outcomes of another, where several are being coordinated towards a common goal, etc.), to ensure the work is using approved standards, architectures and guidelines and is compliant with achieving an integrated and interoperable DII, and to surface issues encountered during TO execution (i.e., discrepancies between customer approaches or requirements, lack of information or guidance needed to continue, etc.).
- 2. Executive Council Meetings. This council is comprised of the Director for Acquisition, Logistics & Facilities (ACQ), the Applications Engineering Director (AP), the DISA I Assure Program Manager (CIAE), the Program Manager of each of the I Assure contractors, the I Assure Contracting Officers (DITCO/AQSS32), the 'I Assure' COR, Chief Information Assurance Executive (CIAE) and the Chief of the Center for Acquisition Management (AQ1). This council meets on a periodic basis to allow Government and industry executives an opportunity to share information on ways to streamline efficiency, avoid duplication of effort and continue process improvement. Council meetings are chaired by the Director for Acquisition, Logistics & Facilities (ACQ).
- 3. <u>Monthly Contract Status Report (MCSR)</u>. The contract-level MCSR is prepared by the contractor for the COR and the Contracting Officer. It includes a brief summary of significant activities, problems and developments occurring during the reporting period, as well as cost and progress reports at the contract and TO level. It provides technical activity summaries organized by task order, reports on all Federal Information Processing expenditures, subcontracting reports, Government-furnished property reports, personnel action summaries, funding data and projections.
- 4. <u>Task Order Tracking</u>. DITCO uses a central tracking system called Contract Status System (CSS) to monitor task order status throughout the life cycle of performance. This information is available for reporting pertinent metrics to management. DITCO also uses CSS to determine when task orders are approaching completion and provides notices to TMs alerting them to that fact.
- 5. <u>DISA Past Performance Evaluation</u>. The TM is required to evaluate the contractor's performance on a periodic basis. These past performance evaluations are made available to Government customers seeking to use the I Assure contracts, to the prime contractor who performed the work, and to Government source selection organizations that need past performance information to conduct contract source selections. The I Assure past performance evaluation is accomplished via the DISA Past Performance Tool (PPT), which is a web-based system located on the DISA Acquisition, Logistics and Facilities web site at http://www.disa.mil/D4/pastdev.shtml. When required, the TM will be prompted via e-mail to perform an evaluation. Permissions and passwords will be provided via the e-mail prompt. The DISA Past Performance Deskbook provides detailed guidance on completing the evaluations and is also located by link from this web site.
- 6. <u>TO Evaluation</u>. The task order evaluation will be done using the DISA PPT, however, major deliverables will be evaluated separately. The format for evaluation of major deliverables can be found at Attachment 7.
- a. As performance-based services contracting (PBSC) is integrated into I Assure Contract, the TM will evaluate both the quality of the products and services delivered and the manner in which it is produced. Performance evalua-

tions will serve as an incentive to contractors as ratings reflecting exceptional service, at lower cost, ahead of schedule will identify the contractors who will ultimately be awarded TOs through the fair opportunity selection process.

- b. As TOs are awarded and completed under I Assure contracts, current performance reports will supersede past performance information contained in the original database. Actual total costs to perform the TO versus anticipated or should-costs estimated prior to TO award will be included as a factor in I Assure contract past performance evaluations. This factor will be expressed as a (+) or (-) percentage of the should-cost.
- 7. <u>Central Contract/TO File</u>. The Contracting Officer maintains the central file for the I Assure contracts. The file contains each TO, and TO modifications, correspondence, invoices and performance evaluation results. The TM maintains a file for each TO which includes invoices and performance reports.
- **B. TO MANAGEMENT.** The TM provides "front line," day-to-day monitoring of the TO during execution. The **TM** shall maintain official files documenting all communications between the contractor and TM. The **TM** shall maintain official files documenting all communications between the contractor and TM. Detailed instructions are contained in Paragraph C below. The TM provides this file to the KO at the time of TO completion. Should either the Primary or Alternate TM change during TO execution, the KO must be notified immediately.
- 1. <u>TM Surveillance</u>. The most important means for measuring contractor performance and ensuring successful TO completion is a planned surveillance effort to verify that contractor efforts lead to satisfactory and timely TO completion. TMs are responsible for developing a surveillance plan that outlines the use of existing reporting tools and other methods of objective and subjective observations to track contractor performance, timeliness and quality of deliverables, etc. The plan does not need to be in a particular format but should list the subjective and objective measures that will be used to assure timeliness, quality and reasonable cost results on a TO.
 - a. Subjective measures that affect performance and can be viewed through day-to-day interaction may include:
 - Cooperation
 - Problem Solving
 - Problem Avoidance
 - Correct Staffing Levels
 - Adopted Efficiencies
 - Effective Use of Office and Communication Tools
 - Attendance
 - Overall Professionalism
 - b. Objective measures may include:
 - Deliverables
 - Correspondence
 - Meeting Minutes
 - IPRs
 - Progress Reporting

A mandatory Monthly Status Report, provided by the contractor, includes a brief summary of significant activities, problems and developments occurring during the reporting period, as well as cost and progress reports at the TO level.

- 2. Acceptance and Evaluation of Deliverables. The responsibility for performing acceptance of all supplies and services under the I Assure contracts is delegated to the TM via a designation letter. In addition to reviewing, commenting on, and accepting/rejecting deliverables, the TM is responsible for providing the COR a written evaluation via email, of each major deliverable received during TO execution ("major deliverables" are the significant technical items (reports, plans, specifications, software, etc.) that are the outcomes of the tasks of your TO SOW. Items such as status reports, meeting minutes, trip reports, i.e., routine status and informational deliverables, are generally not considered major technical deliverables). The I Assure Contract Deliverable Evaluation form, Attachment 7, shall be submitted by the TM for each major technical deliverable. The form is accessible from the I Assure Contract Home Page on the world wide web, but not currently available in the APEX system. Rejection of deliverables must be documented in writing to the KO with an explanation of how the contractor failed to meet the TO requirements. The TM is responsible for ensuring that all rejections are properly documented and notification provided to DTC4 within five (5) calendar days after invoice receipt date. In the event a TO deliverable requires C4I interoperability, inspection and acceptance criteria shall include that the requiring activity will obtain appropriate certification/accreditation, i.e. certification by DISA, Joint Interoperability Test Command. After review, the TM will email a copy of the deliverable evaluation to the contractor and Contracting Officer.
- 3. Invoice Processing and Disbursement (see Section G.4 of the I Assure contracts for more detailed instructions).
- a. <u>Cost-Reimbursement and Time-and-Materials Which Include Other Direct Costs (ODCs)</u>. The I Assure contractor will send the original invoice for services performed to DCAA, with a copy to the Finance Office and TM. If the prime contractor has a DCAA approved accounting and billing system, typically only the first and final invoices will be routed through DCAA. Original invoices will be provided directly to DITCO with a copy to the TM. The DITCO finance office will forward a request for rejection or acceptance to the task monitor and alternate task monitor on record. It is the responsibility of the TM and/or Alternate TM to review the invoices. If the TM does not raise a concern via e-mail to the DITCO finance office and the contracting officer, the DITCO Finance Office will process the invoice for payment through DFAS Pensacola.
- b. Firm Fixed Price and Time-and-Materials for Labor Only. The I Assure contractor will send the original invoice for services performed to the Finance Office, with a copy to the TM/Alternate TM. It is the responsibility of the TM and/or alternate to review the invoice and provide concurrence or rejection via e-mail to the DITCO Finance Office. If the TM does not raise a concern via e-mail to the DITCO finance office and the contracting officer, the DITCO Finance Office will process the invoice for payment through DFAS Pensacola.
- 4. <u>Past Performance Evaluation</u>. The TM is required to evaluate the contractor's performance on a periodic basis. These past performance evaluations are made available to Government customers seeking to use the I Assure contracts, to the prime contractor who performed the work, and to Government source selection organizations that need past performance information to conduct contract source selections. The I Assure past performance evaluation is accomplished via the DISA Past Performance Tool (PPT), which is a web-based system located on the DISA Acquisition, Logistics and Facilities web site at http://www.disa.mil/D4/pastdev.shtml. When required, the TM will be prompted via e-mail to perform an evaluation. Permissions and passwords will be provided via the e-mail prompt. The DISA Past Performance Deskbook provides detailed guidance on completing the evaluations and is also located by link from this web site.
- 5. TO Close-Out. Upon Task Order completion, the TM has the following responsibilities:
 - a. Forward a statement to the Contracting Officer that the task order has been satisfactorily completed.
- b. Appropriately disposition GFE/GFI prior to the task order close-out. Refer to Section H.12 of the I Assure contracts for further details.

- c. Dispose of any classified material received or generated by the contractor in accordance with applicable security regulations.
- d. Retain and/or dispose of the task order file and associated documentation. Consult the KO for proper disposition of documents prior to disposal.
- e. For cost reimbursement task orders, the contractor submits the final voucher for costs incurred (as accepted by I Assure TMs during TO execution). Along with the final voucher the contractor provides a completion letter indicating that all costs have been accounted for and billed. The final voucher is sent through normal channels for final payment in accordance with Section G.4 of the I Assure contracts.
- 6. <u>Task Monitor Appointment</u>. The Primary and Alternate TMs identified in the statement of work are automatically appointed through issuance of the TO or modification. The TM is responsible for ensuring that the TO is administered properly and is responsible for performing the following:
- a. Read the I Assure Contract. If you don't have a copy of the I Assure contract, information about the contract and where to obtain a copy is available on the web at:

http://www.disa.mil/D4/diioss/iachar.html

- b. <u>Read the TO</u>. Along with the contract, the TO is the basis on which the contractor has been hired. You will also find it helpful to review and keep in your records a copy of the contractor's final technical and cost proposals that were incorporated by reference into this task order.
- c. <u>Read the I Assure TO Guidelines</u>. These guidelines contain information you will find helpful in understanding roles and responsibilities and in establishing techniques for executing your TM responsibilities.
- d. <u>Establish Inventory Controls</u>. As applicable, maintain and verify inventory listings of Government property (whether Government-furnished or contractor acquired) in the contractor's possession to facilitate proper disposition of the property at contract close-out.
- e. <u>Excess MIPR Funds</u>. The award of referenced order obligates funds in the amount as stated on the order. <u>Excess funds</u>, if any, must be withdrawn via MIPR amendment so that DITCO may return them to your organization for future use prior to funds expiring.
 - f. Ensure the Government Meets its Obligations to the Contractor.
 - Provide any Government-Furnished Equipment (GFE) and/or Government-Furnished Information (GFI) specified in the TO SOW.
 - Provide timely Government comment on, or approval of, deliverables specified in the TO SOW.
 - Coordinate any applicable site entry for contractor personnel.

g. Monitor the Contractor's Work.

- Ensure the contractor completes the requirements of the TO within the specified period of performance.
- Resolve technical differences not involving changes to the TO scope (all technical questions which cannot be resolved, any proposed alteration or changes to the TO scope, and all unresolved differences must be reported to the Contracting Officer).
- Keep track of hours worked on tasks and costs (e.g., travel, materials, etc.) in order to verify monthly invoices.

Initiate in writing to the Contracting Officer notice of any changes needed in the TO SOW.

h. Receive, Review and Affect Disposition of Deliverables.

- Provide timely Government comment on, or approval of, deliverables specified in the TO SOW.
- Perform an evaluation of each deliverable as specified in the Task Order Guidelines.

i. Track and Verify Costs.

- Review invoices for acceptability to include verifying that the services indicated were received, hours listed are the actual hours worked, and the explanation that Other Direct Costs (ODCs) are correct.
- E-mail the Invoice Approval/Rejection Letter (Attached 8 to these Guidelines) to meyerm@scott.disa.mil. To comply with the provision of the **Prompt Payment Act (PL 97-177)** and to prevent the incurrence of interest penalties for late payment, the Invoice Approval/Rejection Letter must be emailed to meyerm@scott.disa.mil within 5 calendar days after receipt of the invoice.
- Pre-approve and monitor travel performance under the TO.

j. Notify the Contracting Officer in Writing of Problems, Including:

- Any performance failure by the contractor.
- If you anticipate that the TO will not be completed on time.
- If you anticipate that the cost for completing the TO will exceed the amount authorized on the TO.
- Any indication that costs being incurred are not appropriately chargeable to the TO.
- k. <u>TO Closeout</u>. Make certain any classified material received or generated by the contractor is disposed of in accordance with applicable security regulations.
- I. <u>Record-Keeping</u>. As TM, you are required to maintain records that sufficiently document your performance as TM for this TO. One file is unofficial and shall contain the documentation listed in paragraph g(1) below and is for your use. The second file is an official file and shall contain the documentation listed in paragraph g(2) below and shall be provided to the DITCO Contracting Officer upon TO completion.
 - <u>TM Unofficial File</u>. This file should include a copy of this TM designation letter, a copy of the TO and all subsequent TO modifications; and a copy of each TO invoice reviewed, verified and forwarded for certification and payment.
 - <u>TM Official File</u>. A copy of all correspondence between TM and the contractor and all written memorandums recording, in detail, any significant communications between the TM and the contractor (e.g., record of meetings or telephone conversations where the TM provided the contractor technical direction or interpretation under the TO).
 - m. Restrictions. There are certain things a TM is specifically not authorized to do.
 - You are NOT authorized to negotiate terms or make any agreements or commitments with the contractor
 which will modify the terms and conditions or the scope of the work contained in the contract or in the TO.
 Such changes can be made only by the Contracting Officer. If you have any questions about this appointment, contact the Contracting Officer.
 - Ensure that the contract is NOT administered in a manner that makes it a personal services contract. A
 personal services contract is a contract that is administered in a manner that makes contractor personnel
 appear, in effect, to be Government employees. In a personal services arrangement, the relationship between the Government managers and contractor employees resembles an employer-employee relationship. In personal service situations there is relatively continuous supervision and control of contractor em-

ployees by Government employees. PERSONAL SERVICE CONTRACTS ARE EXPRESSLY PROHIBITED BY 5 USC 3109 and FAR SUBPART 37.1.